Saipan Hotel Corporation d/b/a Hafadai Beach Hotel *and* Antonio Alegre, Jose Barola, Henry Caceres, Celso Llanza, and Cristeta Tupas *and* Vincente Perez *and* Commonwealth Labor Federation. Cases 37–CA–3977, 37–CA–3978, 37–CA–3983, 37–CA–4027, 37–CA–4051, 37–CA–4068, 37–CA–4074, and 37–CA–4134

May 1, 1996

DECISION AND ORDER

BY CHAIRMAN GOULD AND MEMBERS BROWNING AND COHEN

Upon charges and amended charges filed by certain individuals and by the Commonwealth Labor Federation (the Union), the General Counsel of the National Labor Relations Board issued an order consolidating cases, second amended consolidated complaint and notice of hearing on August 8, 1995, and an amendment to the second amended consolidated complaint on August 23, 1995. The second amended consolidated complaint, as amended, alleges that the Respondent engaged in certain unfair labor practices within the meaning of Section 8(a)(1) and (3) of the National Labor Relations Act. The Respondent filed an answer to the second amended consolidated complaint and an amended answer to the second amended consolidated complaint, as amended.

On September 14, 1995, the parties jointly filed a motion to transfer the proceeding to the Board and a stipulation of facts. As part of the stipulation, the Respondent withdrew its answer to paragraphs 1 through 23 of the second amended consolidated complaint, and its amended answer to the second amended consolidated complaint, as amended, and relies here solely on its first and second affirmative defenses discussed below. The parties waived a hearing before an administrative law judge, and the issuance of an administrative law judge's decision and recommended Order. The parties agreed that the stipulation, with attached exhibits, including the charges and amended charges, the second amended consolidated complaint, the amendment to the second amended consolidated complaint, the answer, the amended answer, the transcripts, and exhibits in Case 37–RC–3687, the Employer's (the Respondent here) posthearing brief in Case 37–RC–3687, the Regional Director's Decision and Direction of Election in Case 37–RC–3687, the Employer's revised request for review in Case 37–RC–3687, and the Board's Order denying the Employer's request for review in Case 37–RC–3687, shall constitute the entire record in this case and that no oral testimony is necessary or desired by any of the parties.

On November 14, 1995, the Board issued its Order approving the stipulation and transferring the proceeding to the Board. Thereafter, the General Counsel and the Respondent filed briefs in support of their respective positions.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

I. THE ISSUE

As noted above, the Respondent has withdrawn its answer filed to the second amended consolidated complaint and its amended answer to the amendment to the second amended consolidated complaint with the exception of its first and second affirmative defenses. Accordingly, the sole issue presented here is whether the Board properly asserted jurisdiction over a unit composed of both resident and nonresident workers at the Respondent's facility in Saipan, Commonwealth of the Northern Mariana Islands (CNMI).[1]

A. *The Contentions of the Parties*

In its first and second affirmative defenses, the Respondent contends, in effect, that the Board cannot exercise jurisdiction over the Respondent because under the terms of the Covenant to Establish a Commonwealth of the Northern Mariana Islands in Political Union with the United States,[2] the Nonresident Workers Act (NWA) of the CNMI preempts the provisions of the National Labor Relations Act. In this regard, the Respondent contends that because the Covenant gives the CNMI ''control over immigration and the terms and conditions of employment for nonresidents,'' and because the NWA, promulgated under the CNMI's immigration authority, conflicts with the National Labor Relations Act (NLRA), the NWA preempts the NLRA.

The General Counsel asserts that this issue was previously litigated and decided. In this regard, the General Counsel points out that in his Decision and Direction of Election dated March 23, 1995, in Case 37–RC–3687, the Regional Director for Region 20 found that the nonresident workers (also called ''contract workers'') were employees covered by the Act, that a unit including both these employees and the Respondent's resident workers constituted an appropriate bargaining unit, and that it would otherwise effectuate the purposes and policies of the Act to assert jurisdiction over the Respondent and its nonresident workers.[3] The

[1] In *Micronesian Telecommunications*, 273 NLRB 354 (1984), enfd. 820 F.2d 1097 (9th Cir. 1987), the Board asserted jurisdiction over an employer in the CNMI, but there the unit was composed of resident workers alone. The issue of the Board's jurisdiction over nonresident workers was therefore not addressed in that case.

[2] Joint Resolution Approving the ''Covenant to Establish a Commonwealth of the Northern Mariana Islands in Political Union with the United States of America,'' 24 March 1976, Pub. L. 94–241, 90 Stat. 263, reprinted in 48 U.S.C. § 1801 note, previously set out as § 1681 note.

[3] The RD defined the issue before him as ''whether, because of the CNMI's regulatory scheme governing immigration, the nonresident workers in the CNMI should not be provided the same pro-

Respondent filed a request for review of the Regional Director's Decision and Direction of Election that the Board denied.

The General Counsel also maintains that the Respondent has presented no newly discovered and previously unavailable evidence and/or special or changed circumstances that would necessitate reexamination of the Board's initial decision to assert jurisdiction. Finally, in view of the Respondent's withdrawal of its answer to paragraphs 1 through 23 of the second amended consolidated complaint, and its amended answer to the second amended consolidated complaint, as amended, the General Counsel requests the Board to find that the Respondent has committed the violations of Section 8(a)(1) and (3) of the Act set out in the second amended consolidated complaint, as amended.

B. *Discussion*

We agree with the General Counsel that it would be improper to relitigate the issue of jurisdiction in the present case. In reaching this conclusion, we find controlling Section 102.67(f) of the Board's Rules and Regulations:

> The parties may, at any time, waive their right to request review. Failure to request review shall preclude such parties from relitigating, in any related subsequent unfair labor practice proceeding, any issue which was, or could have been, raised in the representation proceeding. *Denial of a request for review shall constitute an affirmance of the Regional Director's action which shall also preclude relitigating any such issues in any related subsequent unfair labor practice proceeding.* [Emphasis added.]

Subsequent unfair labor practice cases ''related'' to prior representation proceedings include not only Section 8(a)(5) refusal-to-bargain cases where there is a test of certification, but also, in appropriate circumstances, unfair labor practice cases that arise under other sections of the Act. As explained in *Verland Foundation*, 296 NLRB 442, 443 (1989):

> The regulation [Section 102.67(f)] does not state that representation case issues, such as jurisdiction, may be relitigated in all cases other than tests of certification. The absence of any qualification clearly indicates that the Board, in issuing this rule, meant to prevent relitigation in *all* ''related subsequent unfair labor practice proceeding(s).''[4]

As in *Verland*, the issue of jurisdiction was a primary issue in Case 37–RC–3687, the prior representation proceeding. ''It was the predicate for that case, as it is this one.'' Id. Because the issue was fully litigated in the representation case,[5] we find that it would be improper to relitigate the jurisdictional issue here.

We note, moreover, that the Respondent attempted to relitigate the jurisidictional issue in *Hafadai Beach Hotel*, 320 NLRB 192 (1995), an 8(a)(5) refusal-to-bargain case in which the Respondent sought to test the Union's certification in the underlying representation proceeding. The Board found that the Respondent had not raised any representation issue that was properly litigable in the unfair labor practice case and granted the General Counsel's Motion for Summary Judgment.[6] The Respondent has presented no special evidence that would require us to reach a different result here. Thus, the issue of whether the Board properly asserted jurisdiction over a unit composed of the Respondent's resident and nonresident employees has been fully litigated in these prior proceedings. We conclude, therefore, that relitigation of this issue here

tections accorded to illegal aliens in the U.S., who are covered under the U.S. immigration system.'' The RD found that the Board's assertion of jurisdiction over the nonresident workers was proper because, contrary to the Employer's assertion, the National Labor Relations Act does not conflict with the CNMI's immigration law as codified in the Nonresident Workers Act and its implementing legislation.

[4] In *Verland*, the General Counsel alleged that the respondent had engaged in conduct violative of Sec. 8(a)(1) and (3) of the Act. Although noting that certain subsidiary issues, such as supervisory status, could be relitigated in a subsequent unfair labor practice proceeding, the judge found that the unfair labor practice case was ''related'' to the prior representation proceeding because both cases were ''premised on the issue of jurisdiction of the Respondent.'' *Verland Foundation*, 296 NLRB at 443. As the judge explained:

> In the related representation case herein, the issue of jurisdiction was hardly ''subsidiary.'' It was primary. It was the predicate for that case, as it is this one. In the representation case the issue was fully litigated; and relitigation herein would be improper. [Id.]

[5] Although the Regional Director did not specifically characterize the Respondent's argument as a ''preemption'' issue in his Decision and Direction of Election, he did conclude that there is no conflict between the NWA and the NLRA that would preclude the application of the NLRA to the nonresident workers. See fn. 3, supra. The Respondent raised its preemption argument again in its request for review to the Board, which the Board denied after due consideration.

[6] As explained in *Hafadai Beach Hotel*, 192 at fn. 2, in his March 23, 1995 Decision and Direction of Election in Case 37–RC–3687, the Regional Director applied by analogy the principles and standards set forth in *Res-Care, Inc.*, 280 NLRB 670 (1986), and *Long Stretch Youth Home*, 280 NLRB 678 (1986), and found that the Board had jurisdiction over the Respondent's nonresident workers. Although the Board, Member Cohen dissenting, subsequently overruled the *Res-Care/Long Stretch* line of cases in its July 18, 1995 decision in *Management Training Corp.*, 317 NLRB 1355 (1995), the Board thereby effectively broadened rather than restricted its jurisdiction. Accordingly, in *Hafadai Beach Hotel*, the Board found that the decision in *Management Training* provided no basis, and we find none here, for reconsidering the Regional Director's jurisdictional findings.

Member Cohen adheres to his dissenting position in *Management Training*. He agrees with the Regional Director that jurisdiction may be asserted under *Res Care* and *Long Stretch*. See *Hafadai Beach Hotel*, fn. 2, par. 2.

would be improper. Accordingly, we find that the Respondent's first and second affirmative defenses are without merit.

Since the Respondent has withdrawn its answer to paragraphs 1 through 23 of the second amended consolidated complaint, as amended, the allegations contained in the second amended consolidated complaint, as amended, must be considered to be admitted to be true.[7]

II. THE UNFAIR LABOR PRACTICE CASE

The Board has considered the stipulation, the briefs, and the entire record in this proceeding and makes the following

FINDINGS OF FACT

A. *Jurisdiction*

At all material times, the Respondent, a corporation of the Commonwealth of the Northern Mariana Islands (CNMI), with an office and place of business located in Garapan, on the island of Saipan, CNMI, has been engaged in the operation of a hotel and restaurants. During the calendar year ending December 31, 1994, the Respondent, in conducting its hotel and restaurant operations described above, derived gross revenues in excess of $500,000. During the same period of time the Respondent, in conducting its operations described above, purchased and received at its Garapan, Saipan, CNMI facility, goods and materials valued in excess of $5000, which originated from points outside the CNMI. The second amended consolidated complaint alleges, the Respondent does not deny, and we find that at all material times the Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

The second amended consolidated complaint alleges, the Respondent does not deny, and we find that at all material times the Union has been a labor organization within the meaning of Section 2(5) of the Act.

B. *Unfair Labor Practice Findings*

The second amended consolidated complaint, as amended (the complaint), alleges, the Respondent in effect admits, and we find that the Respondent violated Section 8(a)(3) and (1) of the Act by failing to renew the annual employment contracts of the following 20 employees who engaged in protected concerted and union activities, thereby terminating these employees: (1) In September and October 1994, the Respondent failed to renew the annual employment contracts of its employees Antonio Alegre, Jose Barola, Henry Caceres, Celso Llanza, Cristeta Tupas, Peter Paul Guadalupe, Rusticio Reyes, and Joselito Sioco; (2) on about January 31, 1995, the Respondent failed to renew the annual employment contract of its employee Antonio Peciller; (3) on unknown dates in March 1995, the Respondent failed to renew the annual employment contracts of its employees Monica Cruz, Luz Dellota, Romeo Javier, Danilo Reyes, Liberto (Roberto) Andal, and Fernando Dagucan; (4) on unknown dates in April 1995, the Respondent failed to renew the annual employment contracts of employees Hermilito Trampe, Melito Garcia, Christina Ortanez, and Melvin Ortanez; and (5) on about May 30, 1995, the Respondent failed to renew the annual employment contract of its employee Danilo Ortanez.

The complaint also alleges, the Respondent in effect admits, and we find that the Respondent has further violated Section 8(a)(3) and (1) by failing and refusing to pay the above-named employees their accumulated earned vacation pay, as provided for in the employees' annual employment contracts, since about September and October 1994, and continuing to date; and by refusing to rehire employee Vincente Perez since about March 13, 1995, and continuing to date.

The complaint further alleges, the Respondent in effect admits, and we find that the Respondent has also violated Section 8(a)(3) and (1) by subcontracting out its maintenance service department positions to a temporary employment agency from about May 1994, and continuing to date; by imposing stricter and more onerous terms and conditions of employment on employees on January 17, 1995, by memorandum; by Joseph Salas', the Respondent's acting personnel manager, more closely scrutinizing the employees' performance of their work assignments on unknown dates beginning on about January 17, 1995, through March 1, 1995; and by Salas' and Shigeji Fuwa's, a chief cook, issuing written disciplinary warnings to employees regarding their work performance on unknown dates during this same period.

The complaint further alleges, the Respondent in effect admits, and we find that the Respondent violated Section 8(a)(1) of the Act on various dates beginning in May or June 1994 through January 1995, at the offices of Paras Enterprises, in Manila, Republic of the Philippines, by the Respondent's supervisors' and/or agents' warning applicants for employment that, if they were hired by the Respondent, they should not join or support the Union; threatening employees that if they joined the Union while working for the Respondent, their employment would be terminated through discharge and/or nonrenewal of their contracts and/or that they would be deported; interrogating employees concerning their protected concerted and/or union activities; telling employees that they should not join or support the Union while working for the Respondent, and

[7] See, e.g., *Viox Services*, 308 NLRB 697, 697 (1992).

that they would be blacklisted if they joined or supported the Union.[8]

The complaint further alleges, the Respondent in effect admits, and we find that the Respondent further violated Section 8(a)(1) in September 1994 by Peter Igitol's, the Respondent's director/government relations, soliciting grievances from employees and promising to remedy them in order to discourage them from engaging in protected concerted activities; by Igitol's interrogating employees about their protected concerted activities and threatening employees with unspecified reprisals because they engaged in protected concerted activities; and by Franklin Encio's, the Respondent's maintenance supervisor, promising benefits to employees during the same period, if they renounced their protected concerted activities.

The complaint also alleges, the Respondent in effect admits, and we find that during the period between September 1994 and March 1995, the Respondent further violated Section 8(a)(1) through Encio's, Salas', Dining Room Supervisor Hilario's, Fuwa's, Horai's, and Assistant Chief Cook Sasaki's informing employees that their annual employment contracts would not be renewed because they engaged in protected concerted activities.

The complaint alleges in addition, the Respondent in effect admits, and we find that the Respondent further violated Section 8(a)(1) on various dates between November 1994 through March 1, 1995, by Teofila Dimayuga's, an agent of the Respondent, informing employees that she was conducting surveillance of employees' union activities and promising employees that their employment contracts would be renewed if they would not join or support the Union; by Dimayuga's threatening employees with reduced employment benefits and wages and nonrenewal of their contracts if they joined or supported the Union; and by her interrogating employees about their protected concerted and union activities.

The complaint alleges, the Respondent in effect admits, and we find that the Respondent also violated Section 8(a)(1) by Salas' and an unnamed agent's informing employees, on January 23, 1995, that they should not join or support the Union, and threatening employees with termination and deportation if they joined or supported the Union; by Yutaka Kurihara's, the Respondent's president, interrogating employees in about February 1995, regarding their union activities and giving employees the impression that their union activities were under surveillance; and by Toichiro Funayama's, the Respondent's dining room supervisor, interrogating employees regarding their protected concerted and union activities on about February 17, 1995, and by his asking employees to join an antiunion employee group.

The complaint further alleges, the Respondent in effect admits, and we find that the Respondent also violated Section 8(a)(1) by Salas' promulgating in June 1994 and since maintaining a rule prohibiting discussions among employees concerning their terms and conditions of employment; and, following promulgation of this rule, by issuing written disciplinary warnings to employee Vincente Perez on June 23 and 24, 1994, because Perez violated the rule; and by issuing a verbal disciplinary warning to employee Celso Llanza on an unknown date following the promulgation of the rule because Llanza violated this rule.

Finally, the complaint alleges, the Respondent in effect admits, and we find that the Respondent, by oral announcement, by a memorandum issued on an unknown date, and by its General Manager Horai, at a staff meeting held on about November 14, 1994, violated Section 8(a)(1) by prohibiting employees whose contracts had not been renewed from visiting the Respondent's staff housing area on unknown dates beginning in about September through November 1994; and by Salas' ordering employee Vincente Perez, under threat of arrest, to leave the employees' staff housing area on an unknown date in September 1994.

CONCLUSIONS OF LAW

1. By interrogating employees, making various threats, soliciting grievances and/or promising to remedy them, promising benefits, creating the impression of surveillance, denying employees whose contracts had not been renewed access to the Respondent's staff housing area and threatening employees with arrest if they did not leave the staff housing area, promulgating and enforcing a rule prohibiting employees from discussing their terms and conditions of employment, informing employees that their contracts, and the contracts of other employees, would not be renewed because they engaged in union and/or other protected concerted activity, imposing stricter and more onerous working conditions on employees, and more closely scrutinizing employees' work performance, denying vacation pay to employees, subcontracting employees' jobs, and discharging and refusing to rehire employees, refusing to renew employment contracts, and issuing disciplinary warning notices to employees, the Respondent has engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(1) and Section 2(6) and (7) of the Act.

2. By imposing stricter and more onerous working conditions on employees, and more closely scrutinizing employees' work performance, by denying vacation pay to employees, by subcontracting employees' jobs

[8] These threats were made variously by Peter Igitol, the Respondent's director/government public relations; and/or Seigo Horai, the Respondent's general manager; and/or Arnel Paras, Amalia Paras, Ipa Dellota, and Jema (last name unknown), all employees of Paras Enterprises in Manila.

because employees engaged in union and/or other protected concerted activities; and by discharging and refusing to rehire employees, refusing to renew employees' employment contracts, and issuing disciplinary warning notices to employees, all because the employees engaged in union and/or other protected concerted activities, the Respondent has engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(3) and (1) and Section 2(6) and (7) of the Act.

REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, we shall order it to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act.[9]

Having found that the Respondent unlawfully discharged employees Antonio Alegre, Jose Barola, Henry Caceres, Celso Llanza, Cristeta Tupas, Peter Paul Guadalupe, Rusticio Reyes, Joselito Sioco, Antonio Peciller, Monica Cruz, Luz Dellota, Romeo Javier, Danilo Reyes, Liberto (Roberto) Andal, Fernando Dagucan, Hermilito Trampe, Melito Garcia, Christina Ortanez, Melvin Ortanez, and Danilo Ortanez, and that the Respondent has refused to rehire employee Vicente Perez, we shall order the Respondent to offer these employees immediate and full reinstatement to their former positions or, if those positions no longer exist, to substantially equivalent positions without prejudice to their seniority or other rights and privileges. If necessary, the Respondent shall apply to the CNMI's Department of Labor and Immigration for entry permits and work authorizations for these employees, in accordance with the relevant provisions of the Nonresident Workers Act and its implementing regulations. Finally, we shall order the Respondent to make whole these employees for any loss of earnings as a result of the discrimination against them with backpay calculated as set forth in *F. W. Woolworth Co.*, 90 NLRB 289 (1950), with interest in the manner prescribed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987).

We shall also order the Respondent to rescind any subcontracts by which it is performing any work, including maintenance work, formerly performed by employees whose employment contracts were not renewed for discriminatory reasons. In addition, we shall order the Respondent to rescind any rules prohibiting employee discussions concerning their terms and conditions of employment, and to rescind any rules prohibiting employees whose employment contracts have not been renewed from visiting the Respondent's staff housing area. Finally, we shall order the Respondent to rescind the employee warning notices issued to Vicente Perez and Celso Llanza and to remove from its files any references to these unlawful warning notices and any references to the termination and/or failure to renew the employment contracts of the discriminatees.

[9] In view of the Respondent's widespread misconduct and egregious violations, demonstrating a general disregard for the employees' fundamental rights, we find that it is necessary to issue a broad order, requiring the Respondent to cease and desist from infringing in any other manner with rights guaranteed employees by Sec. 7 of the Act. *Hickmott Foods*, 242 NLRB 1357 (1979).

ORDER

The National Labor Relations Board orders that the Respondent, Saipan Hotel Corporation d/b/a Hafadai Beach Hotel, Saipan, Commonwealth of the Northern Mariana Islands, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Interrogating employees regarding their union activities and support.

(b) Threatening employees with job loss and nonrenewal of employment contracts and blacklisting because they engaged in union and/or other protected concerted activities.

(c) Threatening to decrease wages and benefits because employees engaged in union and/or other protected concerted activities.

(d) Threatening employees with discipline and unspecified reprisals because they engaged in union and/or other protected concerted activities.

(e) Threatening employees with discharge, failure to renew their employment contracts, and/or deportation because they engaged in union and/or other protected concerted activities.

(f) Soliciting grievances from employees and/or promising to remedy them in order to dissuade employees from supporting the Union and/or engaging in other protected concerted activities.

(g) Promising benefits to employees, including renewal of their employment contracts, if they did not join or support the Union, and asking employees to join an antiunion group of employees.

(h) Creating the impression that employees' union and/or other protected concerted activities are under surveillance.

(i) Denying employees whose contracts have not been renewed access to the Respondent's staff housing area, and threatening employees with arrest if they do not leave the staff housing area.

(j) Promulgating and enforcing a rule prohibiting employees from discussing their terms and conditions of employment.

(k) Informing employees that their contracts, and the contracts of other employees, would not be renewed because they engaged in union and/or other protected concerted activities.

(l) Imposing stricter and more onerous working conditions on employees, and more closely scrutinizing employees' work performance, because they engaged in union and/or other protected concerted activities.

(m) Denying vacation pay to employees because they engaged in union and/or other protected concerted activities.

(n) Subcontracting employees' jobs because employees engaged in union and/or other protected concerted activities.

(o) Discharging and refusing to rehire employees, refusing to renew employment contracts, and issuing disciplinary warning notices to employees because they engaged in union and/or other protected concerted activities.

(p) In any other manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Offer Antonio Alegre, Jose Barola, Henry Caceres, Celso Llanza, Cristeta Tupas, Peter Paul Guadalupe, Rusticio Reyes, Joselito Sioco, Antonio Peciller, Monica Cruz, Luz Dellota, Romeo Javier, Danilo Reyes, Liberto (Roberto) Andal, Fernando Dagucan, Hermilito Trampe, Melito Garcia, Christina Ortanez, Melvin Ortanez, Danilo Ortanez, and Vicente Perez immediate and full reinstatement to their former positions or, if those positions no longer exist, to substantially equivalent positions of employment, without prejudice to their seniority or any other rights or privileges that they previously enjoyed, if necessary applying to the CNMI's Department of Labor and Immigration for entry permits and work authorizations for these employees, in accordance with the relevant provisions of the Nonresident Workers Act and its implementing regulations, and make them whole for any loss of earnings and other benefits they may have suffered as a result of the discrimination against them, in the manner set forth in the remedy section of this decision.

(b) Rescind any subcontracts by which it is performing any work, including maintenance work, formerly performed by employees whose employment contracts were not renewed for discriminatory reasons.

(c) Rescind any rules prohibiting employees from discussing their terms and conditions of employment and any rules prohibiting employees whose employment contracts have not been renewed from visiting the Respondent's staff housing area.

(d) Rescind the employee warning notices issued to Vincente Perez and Celso Llanza.

(e) Remove from its files any references to these unlawful warnings and any references to the termination and/or failure to renew the employment contracts of the discriminatees and inform the affected employees, in writing, that it has taken such action and that the warnings and terminations will not be used against them in any way.

(f) Preserve and, on request, make available to the Board or its agents for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amounts due under the terms of this Order.

(g) Post at its facility in Saipan, Commonwealth of the Northern Mariana Islands, copies of the attached notice marked ''Appendix.''[10] Copies of the notice, on forms provided by the Regional Director for Region 20, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(h) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

[10] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading ''Posted by Order of the National Labor Relations Board'' shall read ''Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board.''

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

To organize

To form, join, or assist any union

To bargain collectively through representatives of their own choice

To act together for other mutual aid or protection

To choose not to engage in any of these protected concerted activities.

WE WILL NOT interrogate you regarding your union activities and support.

WE WILL NOT threaten you with job loss and nonrenewal of employment contracts and blacklisting because you engage in union and/or other protected concerted activities.

WE WILL NOT threaten to decrease wages and benefits because you engage in union and/or other protected concerted activity.

WE WILL NOT threaten you with discipline and unspecified reprisals because you engage in union and/or other protected concerted activities.

WE WILL NOT threaten you with discharge, failure to renew your employment contracts, and/or deportation because you engage in union and/or other protected concerted activities.

WE WILL NOT solicit grievances from you and/or promise to remedy them in order to dissuade you from supporting the Union and/or engaging in other protected concerted activities.

WE WILL NOT promise benefits to you, including renewal of your employment contracts, if you do not join or support the Union, and WE WILL NOT ask you to join an antiunion group of employees.

WE WILL NOT create the impression that your union and/or other protected concerted activities are under surveillance.

WE WILL NOT deny employees whose contracts have not been renewed access to our staff housing area, and WE WILL NOT threaten these employees with arrest if they do not leave the staff housing area.

WE WILL NOT promulgate and enforce a rule prohibiting you from discussing your terms and conditions of employment.

WE WILL NOT inform you that your contracts, and the contracts of other employees, will not be renewed because you engage in union and/or other protected concerted activities.

WE WILL NOT impose stricter and more onerous working conditions on you, and more closely scrutinize your work performance, because you engage in union and/or other protected concerted activities.

WE WILL NOT deny vacation pay to you because you engage in union and/or other protected concerted activities.

WE WILL NOT subcontract your jobs because you engage in union and/or other protected concerted activities.

WE WILL NOT discharge and refuse to rehire you, refuse to renew your employment contracts, and issue disciplinary warning notices to you because you engage in union and/or other protected concerted activities.

WE WILL NOT in any other manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL offer Antonio Alegre, Jose Barola, Henry Caceres, Celso Llanza, Cristeta Tupas, Peter Paul Guadalupe, Rusticio Reyes, Joselito Sioco, Antonio Peciller, Monica Cruz, Luz Dellota, Romeo Javier, Danilo Reyes, Liberto (Roberto) Andal, Fernando Dagucan, Hermilito Trampe, Melito Garcia, Christina Ortanez, Melvin Ortanez, Danilo Ortanez, and Vicente Perez immediate and full reinstatement to their former positions or, if those positions no longer exist, to substantially equivalent positions of employment, without prejudice to their seniority or any other rights or privileges that they previously enjoyed, if necessary applying to the CNMI's Department of Labor and Immigration for entry permits and work authorizations for these employees, in accordance with the relevant provisions of the Nonresident Workers Act and its implementing regulations, and WE WILL make them whole for any loss of earnings and other benefits they may have suffered as the result of their discharges, plus interest.

WE WILL rescind any subcontracts by which we are performing any work, including maintenance work, formerly performed by employees whose employment contracts were not renewed for discriminatory reasons.

WE WILL rescind any rules prohibiting you from discussing your terms and conditions of employment and any rules prohibiting employees whose employment contracts have not been renewed from visiting our staff housing area.

WE WILL rescind the employee warning notices issued to Vincente Perez and Celso Llanza.

WE WILL remove from our files any references to these warnings and any references to the termination and/or failure to renew the employment contracts of the discriminatees, and WE WILL inform the affected employees, in writing, that we have taken such action and that the warning notices and terminations will not be used against them in any way.

SAIPAN HOTEL CORPORATION D/B/A
HAFADAI BEACH HOTEL